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# TRANSMITTAL FORM

(To be used for all correspondence  
after initial filing)

Application Number	10/811,576
Filing Date	March 29, 2004
First Named Inventor	Adi A. Scheidemann
Art Unit	2881
Examiner Name	Kiet Tuan Nguyen
Attorney Docket No.	720114.402

## ENCLOSURES (check all that apply)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Fee Transmittal Form<br><input type="checkbox"/> Fee Attached<br><input type="checkbox"/> Amendment/Response<br><input type="checkbox"/> After Final<br><input type="checkbox"/> Affidavits/declaration(s)<br><input type="checkbox"/> Extension of Time Request<br><input type="checkbox"/> Express Abandonment Request<br><input type="checkbox"/> Information Disclosure Statement; Form PTO-1449<br><input type="checkbox"/> Cited References<br><input type="checkbox"/> Certified Copy of Priority Document(s)<br><input type="checkbox"/> Response to Missing Parts under 37 C.F.R. 1.52 or 1.53<br><input type="checkbox"/> Response to Missing Parts/Incomplete Application | <input type="checkbox"/> Drawing(s)<br><input type="checkbox"/> Request for Corrected Filing Receipt<br><input type="checkbox"/> Licensing-related Papers<br><input type="checkbox"/> Petition<br><input type="checkbox"/> Petition to Convert to a Provisional Application<br><input checked="" type="checkbox"/> Power of Attorney, Revocation, Change of Correspondence Address<br><input type="checkbox"/> Declaration<br><input checked="" type="checkbox"/> Statement under 37 CFR 3.73(b)<br><input type="checkbox"/> Terminal Disclaimer<br><input type="checkbox"/> Request for Refund<br><input type="checkbox"/> CD, Number of CD(s) _____<br><input type="checkbox"/> Landscape Table on CD | <input type="checkbox"/> After Allowance Communication to TC<br><input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences<br><input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)<br><input type="checkbox"/> Proprietary Information<br><input type="checkbox"/> Status Letter<br><input checked="" type="checkbox"/> Return Receipt Postcard<br><input type="checkbox"/> Other Enclosure(s) (please identify below):<br><hr/> <hr/> <hr/> <hr/> |
|---|---|--|

## Remarks

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Seed Intellectual Property Law Group PLLC	Customer Number	00500
Signature			
Printed Name	Frank Abramonte		
Date	March 1, 2005	Reg. No.	38,066

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Signature

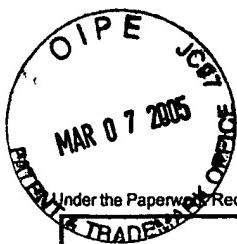
Typed or printed name

Laura Rae Workman

Date: March 1, 2005

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/82 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035

Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER  
OF ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND CHANGE OF  
CORRESPONDENCE ADDRESS**

Application Number	10/811,576
Filing Date	March 29, 2004
First Named Inventor	Adi A. Scheidemann
Art Unit	2881
Examiner Name	Kiet Tuan Nguyen
Attorney Docket Number	720114.402

I hereby revoke all previous powers of attorney given in the above-identified application:

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners at Seed IP Law Group PLLC, Customer Number: **00500**

Please change the correspondence address for the above-identified application to:

The address associated with Customer Number **00500**

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City			
Country	State		ZIP
Telephone	Fax		

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

As assignee of record of the entire interest I/we hereby elect, under 37 CFR 3.71,  
to prosecute the application to be the exclusion of the inventor(s).

**SIGNATURE of Applicant or Assignee of Record**

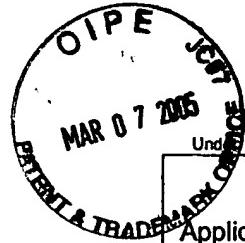
Signature	
Name	William W. Botts, President and CEO
Date	2/28/05

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required.  
Submit multiple forms if more than one signature is required, see below\*.

\*Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Adi A. Scheidemann et al.Application No./Patent No.: 10/811,576 Filed/Issue Date: March 29, 2004Entitled: ION DETECTOR ARRAY ASSEMBLY AND DEVICES COMPRISING THE SAMEOI Corporation

(Name of Assignee)

acorporation(Type of Assignee, e.g., corporation, partnership,  
university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above.  
The assignment was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Adi A. Scheidemann et al. To: Intelligent Ion, Inc.The document was recorded in the United States Patent and Trademark Office at  
Reel 015458, Frame 0346, or for which a copy thereof is attached.2. From: Intelligent Ion, Inc. To: Of CorporationThe document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached. Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title noted in B above are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

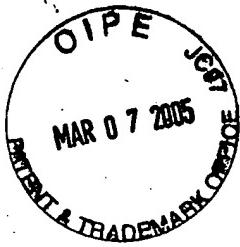
William W. Botts

Typed or printed name

President and CEO

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



## BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT ("Bill of Sale") is entered into on December 23, 2004 by and between Intelligent Ion, Inc., a Washington corporation ("Seller"), and OI Corporation, an Oklahoma corporation ("Buyer").

### WITNESSETH:

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with regard to substantially all of Seller's assets pursuant to which Seller has agreed to transfer to Buyer, and Buyer has agreed to acquire, all of Seller's right, title and interest in and to the Assets (as such term is defined in the Asset Purchase Agreement);

NOW THEREFORE, in consideration of the mutual agreements set forth in the Asset Purchase Agreement the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1. Transfer of Assets.** For value received, the adequacy and receipt of which is hereby acknowledged, Seller hereby grants, sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all right, title and interest of Seller in and to the Assets.

**Section 2. Invention and Patent Assignment.** In addition to that conveyance set forth in Section 1 above, Seller does hereby sell, assign, and convey unto Buyer all of the Seller's right, title and interest throughout the world in and to all inventions included among the Assets, this assignment including, but not being limited to:

(a) All applications for patent, issued patents, or like protection on said inventions made by Seller or its legal representatives, whether in the United States of America or any other country or place anywhere in the world, including but not limited to the patent applications identified in Appendix A attached hereto;

(b) All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws or statutes;

(c) All rights of action on account of past, present and future unauthorized use of said Inventions and for infringement of said patents and like protection;

(d) The right of Buyer to file in its name applications for patents and like protection for said Inventions in any country or countries foreign to the United States; and

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(e) All international rights or priority associated with said Inventions, applications for patents, patents and like protection.

Seller covenants that, prior to or at Closing, Seller, its heirs, legal representatives, officers, assigns, and administrators, will execute all papers and perform such other acts, with expenses if any to be paid by Buyer, as may be reasonably necessary to give Buyer, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

**Section 3. Warranties. REFERENCE IS MADE TO THE ASSET PURCHASE AGREEMENT, WHICH SETS FORTH CERTAIN REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH REGARD TO THE ASSETS, AND WHICH ARE INCORPORATED HEREIN AS FULLY AS IF SET FORTH IN THEIR ENTIRETY HEREIN.**

**Section 4. Assumption of Certain Obligations.** Buyer assumes the Assumed Obligations as set forth in the Asset Purchase Agreement subject to any terms, conditions and limitations set forth in the Asset Purchase Agreement.

**Section 5. Retained Liabilities.** Buyer assumes no liability or obligation with respect to, and Seller retains full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Seller not specifically assumed by Buyer pursuant to the Asset Purchase Agreement, including without limitation any liabilities or obligations imposed on or incurred by Seller as a result of the transactions contemplated by the Asset Purchase Agreement.

**Section 6. Power of Attorney.** Seller hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, for Seller in Seller's name, place and stead, but on behalf and for the benefit of Buyer, (a) to demand, receive and collect from time to time any and all monies, credits, claims, rights due or to become due relating to the Assets and to give receipts and releases for and in respect to the same or any part thereof; (b) to institute and prosecute in the name of Buyer or Seller, for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, which Buyer may deem proper and which relate to the Assets; and (c) to collect, assert, or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Assets and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto. Seller hereby declares that the appointment made and the powers herein granted are coupled with an interest and are and shall be irrevocable by it and shall extend to Buyer's successors and assigns.

**Section 7. Further Assurance.** From time to time hereafter, but prior to Closing, and without further consideration, Seller shall execute and deliver such additional or further instruments of conveyance, assignment and transfer and take such actions as Buyer may reasonably request in order to more effectively convey and transfer to Buyer the Acquired Assets

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sold to Buyer hereunder or as shall be reasonably necessary or appropriate in connection with the carrying out of Seller's obligations hereunder or the purposes of this Bill of Sale.

**Section 8. Successors and Assigns.** This Bill of Sale is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

**Section 9. Governing Law.** The validity, interpretation, construction, enforcement and performance of this Bill of Sale shall be governed by the internal laws of the State of Texas, without regard to its conflicts of laws principles.

**Section 10. Defined Terms.** Capitalized terms that are used herein and not defined herein shall have the meanings set forth in respect thereof in the Asset Purchase Agreement.

**Section 11. Counterparts.** This Bill of Sale may be executed in counterparts, each of which when executed by the parties hereto shall be deemed an original and all of which together shall be deemed the same Bill of Sale.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date first written above.

**INTELLIGENT ION, INC.**

By: Mark W. Dasser  
Name: MARK W. DASSER  
Title: PRESIDENT & CEO

**OI CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of  
the date first written above.

**INTELLIGENT ION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OI CORPORATION**

By: W.W. Botts \_\_\_\_\_

Name: WILLIAM W. BOTTS \_\_\_\_\_

Title: PRESIDENT / CEO \_\_\_\_\_

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**APPENDIX A: SCHEDULE OF PATENT APPLICATIONS**

Seed Docket No. 480191.XXX	Application No	Country	Filing Date	Title	Inventor(s)
402	10/811676	US	3/29/04	ION DETECTOR ARRAY ASSEMBLY AND DEVICES COMPRISING THE SAME	Schleidemann, Adi A. McGraw, Mark Vassiliou, Eustathios
402P1	60/488780	US	5/7/03	MOUNTING AND CONNECTING METHOD FOR ION DETECTOR ARRAY	Schleidemann, Adi A. McGraw, Mark
402PC	US2004/014114	WO	5/6/04	ION DETECTOR ARRAY ASSEMBLY AND DEVICES COMPRISING THE SAME	Schleidemann, Adi A. McGraw, Mark
403	10/880776	US	6/3/04	MASS SPECTROMETER FOR BOTH POSITIVE AND NEGATIVE PARTICLE DETECTION	Schleidemann, Adi A. Dassel, Mark W. Wadsworth, Mark Vassiliou, Eustathios
403P1	60/484801	US	7/3/03	MASS SPECTROMETER FOR BOTH POSITIVE AND NEGATIVE PARTICLE DETECTION	Schleidemann, Adi A. Dassel, Mark Wadsworth, Mark
403PC	US2004/021113	WO	6/30/04	MASS SPECTROMETER FOR BOTH POSITIVE AND NEGATIVE PARTICLE DETECTION	Schleidemann, Adi A. Dassel, Mark Wadsworth, Mark Vassiliou, Eustathios

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**APPENDIX A: SCHEDULE OF PATENT APPLICATIONS**

Seed Docket No.	Application No.	Country	Filing Date	Title	Inventor(s)
480191.XXX					

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